

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DISCOVER PROPERTY & CASUALTY
INSURANCE COMPANY, ST. PAUL
PROTECTIVE INSURANCE COMPANY,
TRAVELERS CASUALTY & SURETY
COMPANY, TRAVELERS INDEMNITY
COMPANY AND TRAVELERS PROPERTY
CASUALTY COMPANY OF AMERICA

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE, NFL
PROPERTIES LLC, ALTERRA AMERICA
INSURANCE COMPANY, FIREMAN'S
FUND INSURANCE COMPANY, TIG
INSURANCE COMPANY, CENTURY
INDEMNITY COMPANY, FEDERAL
INSURANCE COMPANY, GREAT
NORTHERN INSURANCE COMPANY,
GUARANTEE INSURANCE COMPANY,
HARTFORD ACCIDENT &
INDEMNITY COMPANY, NORTH RIVER
INSURANCE COMPANY, U.S. FIRE
INSURANCE COMPANY, ACE AMERICAN
INSURANCE COMPANY, ILLINOIS UNION
INSURANCE COMPANY, ALLSTATE
INSURANCE COMPANY, AMERICAN
GUARANTEE AND LIABILITY
INSURANCE COMPANY, ARROWOOD
INDEMNITY, COMPANY, CHARTIS
SPECIALTY INSURANCE COMPANY,
CHARTIS PROPERTY CASUALTY
COMPANY, CONTINENTAL CASUALTY
COMPANY, CONTINENTAL INSURANCE
COMPANY, ILLINOIS NATIONAL
INSURANCE COMPANY, MUNICH
REINSURANCE AMERICA, INC.,
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA, NEW
ENGLAND REINSURANCE

Index No. 652933/2012

ANSWER OF TRAVELERS PROPERTY
CASUALTY COMPANY OF AMERICA,
TRAVELERS INDEMNITY COMPANY,
TRAVELERS CASUALTY & SURETY
COMPANY, ST. PAUL PROTECTIVE
INSURANCE COMPANY AND
DISCOVER PROPERTY & CASUALTY
INSURANCE COMPANY TO THE
SECOND AMENDED
COUNTERCLAIMS AND CROSS-
CLAIMS OF THE NATIONAL
FOOTBALL LEAGUE AND NFL
PROPERTIES LLC

CORPORATION, ONEBEACON AMERICA
INSURANCE COMPANY, VIGILANT
INSURANCE COMPANY, WESTCHESTER
FIRE INSURANCE COMPANY, XL
INSURANCE AMERICA, INC., DOE
DEFENDANTS 1-100
Defendants.

**ANSWER OF TRAVELERS PROPERTY CASUALTY COMPANY OF
AMERICA, TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY
& SURETY COMPANY, ST. PAUL PROTECTIVE INSURANCE COMPANY AND
DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY TO THE
SECOND AMENDED COUNTERCLAIMS AND CROSS-CLAIMS OF DEFENDANTS,
NATIONAL FOOTBALL LEAGUE AND NFL PROPERTIES LLC**

Plaintiffs Travelers Property Casualty Company of America, Travelers Indemnity Company, Travelers Casualty & Surety Company, St. Paul Protective Insurance Company, and Discover Property & Casualty Insurance Company (collectively, the “Travelers Parties”) hereby answer the Second Amended Counterclaims and Cross-Claims of the National Football League (“NFL”) and NFL Properties LLC (“NFL Properties”) (collectively, the “NFL Parties”) as follows:¹

The Insurance Policies

1. The Travelers Parties admit the allegations contained in Paragraph 1 of the Second Amended Counterclaims and Cross-Claims.
2. The Travelers Parties admit NFL Properties is a limited liability company organized under the laws of Delaware, with its principal place of business in New York. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth

¹ The NFL Parties’ Second Amended Counterclaims and Cross-Claims begin with five unnumbered paragraphs that define terms and the relief sought by the NFL Parties. These paragraphs contain no allegations of fact to which a response is required from the Travelers Parties. To the extent these unnumbered paragraphs make allegations to which a response is required from the Travelers Parties, those allegations are denied.

of the remaining allegations contained in Paragraph 2 of the Second Amended Counterclaims and Cross-Claims.

3. The Travelers Parties admit that Cross-Claim Defendant TIG Insurance Company and/or its predecessor issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 3 of the Second Amended Counterclaims and Cross-Claims.

4. The Travelers Parties admit that Cross-Claim Defendant Illinois Union Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 4 of the Second Amended Counterclaims and Cross-Claims.

5. The Travelers Parties admit that Cross-Claim Defendant North River Insurance Company issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 5 of the Second Amended Counterclaims and Cross-Claims.

6. The Travelers Parties admit that Cross-Claim Defendant U.S. Fire Insurance Company issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 6 of the Second Amended Counterclaims and Cross-Claims.

7. The Travelers Parties admit that Cross-Claim Defendant Guarantee Insurance Company issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 7 of the Second Amended Counterclaims and Cross-Claims.

8. The Travelers Parties admit that Cross-Claim Defendant Hartford Accident & Indemnity Company issued one or more insurance policy to the NFL and/or National Football League Properties, Inc. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 8 of the Second Amended Counterclaims and Cross-Claims.

9. The Travelers Parties admit that Cross-Claim Defendant Century Indemnity Company's predecessor issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of the Second Amended Counterclaims and Cross-Claims.

10. The Travelers Parties admit that Cross-Claim Defendant Great Northern Insurance Company issued one or more insurance policy to NFL Properties and/or National Football League Properties, Inc. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 10 of the Second Amended Counterclaims and Cross-Claims.

11. The Travelers Parties admit a predecessor of Discover Property & Casualty Company ("Discover") issued insurance policies to National Football League Properties, Inc. during the period of March 31, 1988 to March 31, 1989 and March 31, 1996 to March 31, 1997, but state the policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 11 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from terms of those policies.

12. The Travelers Parties admit a predecessor of St. Paul Protective Insurance Company ("St. Paul") issued insurance policies to National Football League Properties, Inc. during the period of March 31, 1984 to March 31, 1988 and March 31, 1989 to March 31, 1996,

but state that the policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 12 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from terms of those policies.

13. The Travelers Parties admit that Cross-Claim Defendant Federal Insurance Company issued one or more insurance policy to NFL Parties and/or National Football League Properties, Inc. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 13 of the Second Amended Counterclaims and Cross-Claims.

14. The Travelers Parties admit that Cross-Claim Defendant OneBeacon America Insurance Company and/or its predecessor issued one or more insurance policy to NFL Properties and/or National Football League Properties, Inc. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 14 of the Second Amended Counterclaims and Cross-Claims.

15. The Travelers Parties admit that Cross-Claim Defendant Chartis Property Casualty Company issued one or more insurance policy to NFL Properties and/or National Football League Properties, Inc. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 15 of the Second Amended Counterclaims and Cross-Claims.

16. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the Second Amended Counterclaims and Cross-Claims.

17. The Travelers Parties admit that Cross-Claim Defendant Ace American Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 17 of the Second Amended Counterclaims and Cross-Claims.

18. The Travelers Parties admit that Cross-Claim Defendant Allstate Insurance Company's predecessor issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of the Second Amended Counterclaims and Cross-Claims.

19. The Travelers Parties admit that Cross-Claim Defendant Alterra America Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of the Second Amended Counterclaims and Cross-Claims.

20. The Travelers Parties admit that Cross-Claim Defendant American Guarantee and Liability Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of the Second Amended Counterclaims and Cross-Claims.

21. The Travelers Parties admit that Cross-Claim Defendant Arrowood Indemnity Company and/or its predecessor issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 21 of the Second Amended Counterclaims and Cross-Claims.

22. The Travelers Parties admit that Cross-Claim Defendant Chartis Specialty Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers

Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of the Second Amended Counterclaims and Cross-Claims.

23. The Travelers Parties admit that Cross-Claim Defendant Continental Casualty Company issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 23 of the Second Amended Counterclaims and Cross-Claims.

24. The Travelers Parties admit that Cross-Claim Defendant Continental Insurance Company and/or its predecessor issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 of the Second Amended Counterclaims and Cross-Claims.

25. The Travelers Parties admit that Cross-Claim Defendant Illinois National Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 25 of the Second Amended Counterclaims and Cross-Claims.

26. The Travelers Parties admit that Cross-Claim Defendant Munich Reinsurance America, Inc. issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 26 of the Second Amended Counterclaims and Cross-Claims.

27. The Travelers Parties admit that Cross-Claim Defendant National Union Fire Insurance Company of Pittsburgh, PA issued one or more insurance policy to the NFL Parties.

The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of the Second Amended Counterclaims and Cross-Claims.

28. The Travelers Parties admit that Cross-Claim Defendant New England Reinsurance Corporation issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of the Second Amended Counterclaims and Cross-Claims.

29. Paragraph 29 contains conclusions of law to which no response is required. To the extent a response is required, the Travelers Parties admit that Counterclaim Defendant Travelers Casualty & Surety Company's predecessor issued excess insurance policies to the NFL for the policy periods between November 20, 1991 and November 20, 1996, but state the policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 29 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from terms of those policies. The Travelers Parties deny also that these policies cover NFL Properties with regard to the Underlying Litigation.

30. Paragraph 30 contains conclusions of law to which no response is required. To the extent a response is required, the Travelers Parties admit that Counterclaim Defendant Travelers Indemnity Company's predecessor issued excess insurance policies to the NFL for the policy periods between November 20, 1998 and November 20, 2002, but state the policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 29 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from terms of those policies. The Travelers Parties deny also that these policies cover NFL Properties with regard to the Underlying Litigation.

31. Paragraph 31 contains conclusions of law to which no response is required. To the extent a response is required, the Travelers Parties admit that Counterclaim Defendant Travelers Property Casualty Company of America issued excess insurance policies to the NFL for the policy periods between November 20, 1996 and November 20, 1998, but state the policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 29 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from terms of those policies. The Travelers Parties deny also that these policies cover NFL Properties with regard to the Underlying Litigation.

32. The Travelers Parties admit that Cross-Claim Defendant Vigilant Insurance Company issued one or more insurance policy to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of the Second Amended Counterclaims and Cross-Claims.

33. The Travelers Parties admit that Cross-Claim Defendant Westchester Fire Insurance Company and/or its predecessors are responsible for one or more insurance policy issued to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 33 of the Second Amended Counterclaims and Cross-Claims.

34. The Travelers Parties admit that Cross-Claim Defendant Westport Insurance Corporation and/or its predecessors are responsible for one or more insurance policy issued to the NFL. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 34 of the Second Amended Counterclaims and Cross-Claims.

35. The Travelers Parties admit that Cross-Claim Defendant XL Insurance America issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 35 of the Second Amended Counterclaims and Cross-Claims.

36. The Travelers Parties admit that Cross-Claim Defendant XL Select Insurance Company issued one or more insurance policy to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 36 of the Second Amended Counterclaims and Cross-Claims.

37. To the extent Paragraph 37 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 37 relates to the Travelers Parties, Paragraph 37 contains conclusions of law and no response is required. The Travelers Parties admit they issued insurance policies to NFL Properties as set forth in Paragraphs 11 and 12 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 37 that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 37 of the Second Amended Counterclaims and Cross-Claims.

38. To the extent Paragraph 38 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 38 relates to the Travelers Parties, Paragraph 38 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties admit they issued insurance policies to NFL Properties as set forth in Paragraphs 11 and 12 above, but state the insurance policies speak for themselves. The

Travelers Parties deny all allegations contained in Paragraph 38 that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 38 of the Second Amended Counterclaims and Cross-Claims.

39. To the extent Paragraph 39 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 39 relates to the Travelers Parties, Paragraph 39 contains conclusions of law and no response is required. The Travelers Parties admit they issued insurance policies to NFL Parties as set forth in Paragraphs 11, 12, 29, 30 and 31 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 39 that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 39 of the Second Amended Counterclaims and Cross-Claims.

40. To the extent Paragraph 40 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 40 relates to the Travelers Parties, Paragraph 40 contains conclusions of law and no response is required. The Travelers Parties admit they issued insurance policies to NFL Parties as set forth in Paragraphs 11, 12, 29, 30 and 31 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 40 that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 40 of the Second Amended Counterclaims and Cross-Claims.

41. Paragraph 41 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties and no answer is required from them.

To the extent an answer is required, the Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of the Second Amended Counterclaims and Cross-Claims.

42. The Travelers Parties admit they issued insurance policies to the NFL Parties as set forth in Paragraphs 11, 12, 29, 30 and 31 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 42 that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny that all conditions precedent to coverage under their policies have been performed, have occurred or have been excused, satisfied or waived. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 42 of the Second Amended Counterclaims and Cross-Claims.

The Underlying Lawsuits

43. The Travelers Parties admit that the NFL Parties have been named in numerous lawsuits, including lawsuits asserting class action claims against the NFL Parties. The allegations of those suits speak for themselves. The Travelers Parties deny any allegation made herein that is contrary to the allegations made in those lawsuits. The Travelers Parties admit that many of these lawsuits have been transferred and centralized in a single multi-district litigation proceeding in the U.S. District Court for the Eastern District of Pennsylvania. The Travelers Parties admit that a settlement class has been certified as part of the multi-district litigation proceeding. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of the Second Amended Counterclaims and Cross-Claims.

44. The Travelers Parties admit the NFL Parties have retained Paul Weiss as lead defense counsel in the Underlying Lawsuits and engaged other firms in certain jurisdictions. The Travelers Parties deny NFL Properties have incurred more than \$31 million in costs in defending the Underlying Lawsuits and are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of the Second Amended Counterclaims and Cross-Claims.

45. The Travelers Parties admit the allegations contained in Paragraph 45 of the Second Amended Counterclaims and Cross-Claims.

46. The Travelers Parties admit the allegations contained in Paragraph 46 of the Second Amended Counterclaims and Cross-Claims.

47. The Travelers Parties admit the allegations contained in Paragraph 47 of the Second Amended Counterclaims and Cross-Claims.

48. The Travelers Parties admit the allegations contained in Paragraph 48 of the Second Amended Counterclaims and Cross-Claims.

49. The Travelers Parties admit the allegations contained in Paragraph 49 of the Second Amended Counterclaims and Cross-Claims.

50. Paragraph 50 of the Second Amended Counterclaims and Cross-Claims contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties admit certain objectors-appellants petitioned the Supreme Court of the United States for writs of *certiorari* on August 30, 2016 and September 26, 2016, and the petitions were denied on December 12, 2016. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of the Second Amended Counterclaims and Cross-Claims.

51. To the extent Paragraph 51 of the Second Amended Counterclaims and Cross-Claims contains conclusions of law, no response is required. The Travelers Parties admit the remaining allegations contained in Paragraph 51 of the Second Amended Counterclaims and Cross-Claims.

52. The Travelers Parties state the Class Settlement is a written document that speaks for itself. The Travelers Parties deny all allegations contained in Paragraph 52 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of the Class Settlement. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 of the Second Amended Counterclaims and Cross-Claims.

53. The Travelers Parties state the Class Settlement is a written document that speaks for itself. The Travelers Parties deny all allegations contained in Paragraph 53 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of the Class Settlement.

54. The Travelers Parties state the Class Settlement is a written document that speaks for itself. The Travelers Parties denies all allegations contained in Paragraph 54 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of the Class Settlement.

55. The Travelers Parties admit approximately 134 retired players and about 19 relatives of such players have opted out of the class settlement and admit certain opt-outs have pending lawsuits. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 of the Second Amended Counterclaims and Cross-Claims.

56. To the extent Paragraph 56 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 56 relates to the Travelers Parties, the Travelers Parties admit the NFL Parties provided them with some information, but not all the information requested, regarding the Underlying Litigation and the negotiations that culminated in the Class Settlement. The Travelers Parties deny the remaining allegations contained in Paragraph 56 of the Second Amended Counterclaims and Cross-Claims.

57. To the extent Paragraph 57 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 57 relates to the Travelers Parties, Paragraph 57 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties admit the NFL Parties sought the Travelers Parties consent for the Class Settlement, and deny the remaining allegations contained in Paragraph 57 of the Second Amended Counterclaims and Cross-Claims.

58. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the Second Amended Counterclaims and Cross-Claims.

59. To the extent Paragraph 59 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 59 relates to the Travelers Parties, Paragraph 59 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 59 of the Second Amended Counterclaims and Cross-Claims.

60. To the extent Paragraph 60 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 60 relates to the Travelers Parties, Paragraph 60 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 60 of the Second Amended Counterclaims and Cross-Claims.

Duty to Defend Insurers' Failures to Defend

61. To the extent Paragraph 61 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 61 relates to the Travelers Parties, the Travelers Parties deny the NFL has demanded Discover or St. Paul defend it against the Underlying Lawsuits. The Travelers Parties admit NFL Properties notified Discover and St. Paul of certain Underlying Lawsuits and demanded a defense against those Underlying Lawsuits.

62. To the extent Paragraph 62 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 62 relates to the Travelers Parties, the Travelers Parties deny that Discover and St. Paul acknowledged an obligation to defend the NFL in any lawsuit. The Travelers Parties admit Discover and St. Paul have offered to participate in the defense of NFL Properties. The Travelers Parties further state Discover and St. Paul's communications with NFL Properties regarding the duty to defend were in writing and speak for themselves. The Travelers Parties deny any allegation of Paragraph 62 of the Second Amended Counterclaims and Cross-Claims that mischaracterizes or inaccurately states the contents of those communications. Discover and St. Paul, for the reasons stated in the Travelers Parties' Amended

Complaint, do not have a duty to defend NFL Properties, but continue to pay a share of NFL Properties' alleged defense costs.

63. To the extent Paragraph 63 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 63 relates to the Travelers Parties, the Travelers Parties deny the allegations contained in Paragraph 63 of the Second Amended Counterclaims and Cross-Claims.

64. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Second Amended Counterclaims and Cross-Claims.

65. The Travelers Parties deny the NFL Parties have submitted defense cost invoices to Discover and St. Paul totaling approximately \$31 million. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 65 of the Second Amended Counterclaims and Cross-Claims.

Insurers' Repudiation of Their Indemnity Obligations

66. To the extent Paragraph 66 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 66 relates to the Travelers Parties, the Travelers Parties admit (1) on December 12, 2016, counsel for the NFL Parties sent electronic correspondence to counsel for numerous insurers, including the Travelers Parties, regarding under what circumstances and when the Class Settlement might become effective and (2) on January 11, 2017 counsel for the NFL Parties sent electronic correspondence to counsel for numerous insurers, including the Travelers Parties, stating that the Class Settlement had become effective.

The Travelers Parties admit also they are aware the Class Settlement became effective on or about January 7, 2017. The Travelers Parties deny the remaining allegations contained in Paragraph 66 of the Second Amended Counterclaims and Cross-Claims.

67. Paragraph 67 of the Second Amended Counterclaims and Cross-Claims contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties state the Class Settlement is a written document that speaks for itself. The Travelers Parties deny all allegations contained in Paragraph 67 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of the Class Settlement. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 67 of the Second Amended Counterclaims and Cross-Claims.

68. To the extent Paragraph 68 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 68 relates to the Travelers Parties, Paragraph 68 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties admit they issued insurance policies to the NFL Parties as set forth in Paragraphs 11, 12, 29, 30 and 31 above, and state those policies are written documents that speaks for themselves. The Travelers Parties deny all allegations contained in Paragraph 68 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of those policies. The Travelers Parties deny the remaining allegations contained in Paragraph 68 of the Amended Counterclaims and Cross-Claims.

69. To the extent Paragraph 69 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required

from them. To the extent Paragraph 69 relates to the Travelers Parties, the Travelers Parties deny the allegations contained in Paragraph 68 of the Second Amended Counterclaims and Cross-Claims.

Count I – Cause of Action for Breach of Contract as to the Duty to Defend

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims
Against the Remaining Duty to Defend Insurers)**

70. The Travelers Parties repeat and incorporate by reference their answers to Paragraphs 1-69 of the Second Amended Counterclaims and Cross-Claims as though fully set forth herein.

71. To the extent Paragraph 71 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties deny the remaining allegations contained in Paragraph 71 of the Second Amended Counterclaims and Cross-Claims.

72. To the extent Paragraph 72 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties deny the remaining allegations contained in Paragraph 72 of the Second Amended Counterclaims and Cross-Claims.

73. To the extent Paragraph 73 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties deny the remaining allegations contained in Paragraph 73 of the Second Amended Counterclaims and Cross-Claims.

Count II – Cause of Action for Declaratory Relief as to the Duty to Defend**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims
Against the Remaining Duty to Defend Insurers)**

74. The Travelers Parties repeat and incorporate by reference their answers to Paragraphs 1-73 of the Second Amended Counterclaims and Cross-claims as though fully set forth herein.

75. Paragraph 75 of the Second Amended Counterclaims and Cross-Claims contains a description of the relief sought by the NFL Parties and does not require a response. To the extent a response is required, the Travelers Parties deny the NFL Parties are entitled to any of the relief sought.

76. To the extent Paragraph 76 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 76 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 76 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 76 of the Second Amended Counterclaims and Cross-Claims.

77. To the extent Paragraph 77 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties admit that certain Underlying Lawsuits remain pending. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 77 of the Second Amended Counterclaims and Cross-Claims.

78. To the extent Paragraph 78 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties deny the remaining allegations contained in Paragraph 78 of the Second Amended Counterclaims and Cross-Claims.

79. To the extent Paragraph 79 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties admit there is a controversy between the NFL Parties and them as to the existence and extent of any duty to defend.

80. To the extent Paragraph 80 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties deny the remaining allegations contained in Paragraph 80 of the Second Amended Counterclaims and Cross-Claims.

Count III – Cause of Action for Breach of the Duty to Indemnify the NFL and NFL Properties for the Class Settlement

(As and for a Counterclaim against Discover, St. Paul, and Pacific, and Cross-claim Against Century, Hartford, Guarantee, North River, U.S. Fire, TIG, Illinois Union, ACE, Federal, Chartis Property, OneBeacon, Great Northern, Chartis Specialty, Illinois National, and National Union)

81. The Travelers Parties repeat and incorporate by reference their answers to Paragraphs 1-80 of the Second Amended Counterclaims and Cross-claims as though fully set forth herein.

82. To the extent Paragraph 82 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 82 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 82 contains conclusions of law and no

response is required. To the extent a response is required, the Travelers Parties admit they issued insurance policies to NFL Properties as set forth in Paragraphs 11 and 12 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 82 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 82 of the Second Amended Counterclaims and Cross-Claims.

83. To the extent Paragraph 83 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 83 of the Second Amended Counterclaims and Cross-Claims requires a response, the Travelers Parties admit TIG Insurance Company and/or its predecessors, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA issued one or more insurance policies to the NFL Parties. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 83 of the Second Amended Counterclaims and Cross-Claims.

84. To the extent Paragraph 84 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 84 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 84 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties admit they issued insurance policies to NFL Properties as set forth in Paragraphs 11 and 12 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 84 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with

or different from the terms of those insurance policies. The Travelers Parties deny the remaining allegations contained in Paragraph 84 of the Second Amended Counterclaims and Cross-Claims.

85. To the extent Paragraph 85 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 85 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 85 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 85 of the Second Amended Counterclaims and Cross-Claims.

86. To the extent Paragraph 86 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 86 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 86 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 86 of the Second Amended Counterclaims and Cross-Claims.

87. To the extent Paragraph 87 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 87 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 87 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 87 of the Second Amended Counterclaims and Cross-Claims.

**Count IV – Cause of Action for Declaratory Relief as to the Duty to Indemnify the NFL
and NFL Properties for the Class Settlement and Any Other Settlement or Judgment in the
Underlying Lawsuits**

**(As and for a Counterclaim against Discover, St. Paul, Travelers Casualty, Travelers
Indemnity, Travelers Property, and Pacific, and Cross-claim Against the Remaining
Insurers)**

88. The Travelers Parties repeat and incorporate by reference their answers to Paragraphs 1-87 of the Second Amended Counterclaims and Cross-claims as though fully set forth herein.

89. Paragraph 89 of the Second Amended Counterclaims and Cross-Claims contains a description of the relief sought by the NFL Parties and does not require a response. To the extent a response is required, the Travelers Parties admit they issued insurance policies to NFL Properties as set forth in Paragraphs 11, 12, 29, 30 and 31 above, but state the insurance policies speak for themselves. The Travelers Parties deny all allegations contained in Paragraph 89 of the Second Amended Counterclaims and Cross-Claims that are inconsistent with or different from the terms of those policies. The Travelers Parties deny the remaining allegations contained in Paragraph 89 of the Second Amended Counterclaims and Cross-Claims.

90. To the extent Paragraph 90 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 90 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 90 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 90 of the Second Amended Counterclaims and Cross-Claims.

91. To the extent Paragraph 91 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 91 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 91 contains conclusions of law and no response is required. To the extent a response is required, the Travelers Parties deny the remaining allegations contained in Paragraph 91 of the Second Amended Counterclaims and Cross-Claims.

92. To the extent Paragraph 92 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties admit there is a controversy between the NFL Parties and them as to the existence and extent of any duty to indemnify the NFL Parties.

93. To the extent Paragraph 93 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 93 relates to the Travelers Parties, the Travelers Parties deny the remaining allegations contained in Paragraph 93 of the Second Amended Counterclaims and Cross-Claims.

Count IV – Cause of Action for Declaratory Relief as to the Duty to Indemnify the NFL and NFL Properties for the Class Settlement and Any Other Settlement or Judgment in the Underlying Lawsuits

(As and for a Counterclaim against Discover, St. Paul, Travelers Casualty, Travelers Indemnity, Travelers Property, and Pacific, and Cross-claim Against the Remaining Insurers)

94. The Travelers Parties repeat and incorporate by reference their answers to Paragraphs 1-93 of the Second Amended Counterclaims and Cross-claims as though fully set forth herein.

95. The Travelers Parties admit the Class Settlement was approved in an Amended Final Order and Judgment entered by the United States District Court for the Eastern District of Pennsylvania. The Travelers Parties are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 95 of the Second Amended Counterclaims and Cross-Claims.

96. To the extent Paragraph 96 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 96 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 96 contains conclusions of law, and no response is required from them. To the extent a response is required, the Travelers Parties admit the NFL Parties sought their consent to enter into the Class Settlement. The Travelers Parties deny the remaining allegations contained in Paragraph 96 of the Second Amended Counterclaims and Cross-Claims.

97. To the extent Paragraph 97 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 97 relates to the Travelers Parties, the Travelers Parties deny the allegations contained in Paragraph 97 of the Second Amended Counterclaims and Cross-Claims.

98. To the extent Paragraph 98 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 98 of the Second Amended Counterclaims and Cross-Claims relates to the Travelers Parties, Paragraph 98 contains conclusions of law and no

response is required. To the extent a response is required, the Travelers Parties deny the allegations contained in Paragraph 98 of the Second Amended Counterclaims and Cross-Claims.

99. To the extent Paragraph 99 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. The Travelers Parties admit there is a controversy between the NFL Parties and them as to the existence and extent of any duty to indemnify the NFL Parties

100. To the extent Paragraph 100 of the Second Amended Counterclaims and Cross-Claims contains allegations against parties other than the Travelers Parties, no answer is required from them. To the extent Paragraph 100 relates to the Travelers Parties, the Travelers Parties deny the remaining allegations contained in Paragraph 100 of the Second Amended Counterclaims and Cross-Claims.

RESPONSE TO THE NFL PARTIES' PRAYER FOR RELIEF

The Travelers Parties respectfully request that the Court deny the relief sought by the NFL Parties in their Second Amended Counterclaims and Cross-Claims, enter judgment in favor of the Travelers Parties as to each count of the Second Amended Counterclaims and Cross-Claims, award the Travelers Parties their costs and expenses, including reasonable attorneys' fees, incurred herein and award the Travelers Parties any and all further relief in favor of the Travelers Parties to which they are entitled at law or in equity.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The NFL's claims may be barred, in whole or in part, to the extent the NFL is not an insured under the terms of the policies issued by Discover and St. Paul.

SECOND AFFIRMATIVE DEFENSE

NFL Properties' claims may be barred, in whole or in part, to the extent NFL Properties is not an insured under the terms of the policies issued by the Travelers Parties' policies.

THIRD AFFIRMATIVE DEFENSE

NFL Parties' claims are barred, in whole or in part, to the extent coverage under the Travelers Parties' policies is extinguished or limited because the NFL and/or NFL Properties failed to perform the obligations, express or implied, under the terms of the policies issued by the Travelers Parties.

FOURTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent coverage under the Travelers Parties' policies is extinguished or limited because of NFL and/or NFL Properties' unclean hands.

FIFTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, because NFL and/or NFL Properties failed to comply with and/or perform conditions precedent to any obligation under the terms of the policies issued by the Travelers Parties.

SIXTH AFFIRMATIVE DEFENSE

NFL Parties' claims are barred, in whole or in part, because the Travelers Parties' policies do not cover intentional wrongdoing, expected bodily injury, or bodily injury that occurred before or after the policy period.

SEVENTH AFFIRMATIVE DEFENSE

The NFL Parties' claims are barred, in whole or in part, because the Travelers Parties' policies do not cover bodily injury that was known to the NFL and/or NFL Properties prior to the policy periods.

EIGHTH AFFIRMATIVE DEFENSE

The NFL Parties' claims are barred, in whole or in part, because the bodily injury at issue in the Underlying Lawsuits was not caused by an occurrence, as that term is defined in the Travelers Parties' policies.

NINTH AFFIRMATIVE DEFENSE

The NFL Parties' claims may be barred, in whole or in part, because the NFL and/or NFL Properties had knowledge of the bodily injury at issue prior to the beginning of the policy period.

TENTH AFFIRMATIVE DEFENSE

Any potential obligation under the Travelers Parties' policies is subject to the terms, limits and exclusions of the Travelers Parties' policies.

ELEVENTH AFFIRMATIVE DEFENSE

The NFL Parties' claims may be barred, in whole or in part, to the extent coverage under the Travelers Parties' policies is extinguished or limited by the applicable statute of limitation and/or laches.

TWELFTH AFFIRMATIVE DEFENSE

The NFL Parties' claims may be barred, in whole or in part, to the extent that any defense costs incurred by the NFL and/or NFL Properties were not reasonable and/or necessary.

THIRTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent the NFL and/or NFL Properties breached their contractual obligations by not cooperating with the Travelers Parties and not providing the Travelers Parties with information with respect to the underlying claims.

FOURTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that no coverage is available under the Travelers Parties' policies for any settlements which were excessive or unreasonable.

FIFTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that no coverage is available under the Travelers Parties' policies for any settlements or payments made without the consent of the Travelers Parties.

SIXTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that the settlement of the underlying claims encompassed claims for punitive damages, which are awarded as a punishment and a deterrent and not as compensatory damages for bodily injury; it is moreover against the law and public policy to permit insurance coverage for punitive damages.

SEVENTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that a judgment in favor of NFL and/or NFL Properties will result in unjust enrichment.

EIGHTEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that NFL and/or NFL Properties have failed to mitigate their damages and therefore are barred from any recovery.

NINETEENTH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that NFL and/or NFL Properties is not entitled to recover any damages, costs, attorneys' fees or any other relief.

TWENTIETH AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that the Travelers Parties did not breach any contractual or other obligation allegedly owed.

TWENTY-FIRST AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that the cross-claim fails to state a claim upon which relief can be granted.

TWENTY-SECOND AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that the NFL and/or NFL Properties fail to state a claim upon which relief can be granted with regard to Count V.

TWENTY-THIRD AFFIRMATIVE DEFENSE

NFL Parties' claims may be barred, in whole or in part, to the extent that the Travelers Parties have an arguable basis for denying coverage.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

The Travelers Parties incorporate all applicable defense(s) asserted by any other similarly situated party that is/are applicable to the Travelers Parties.

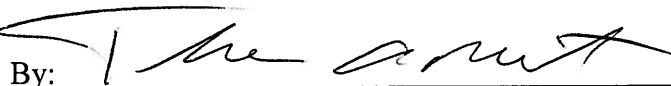
TWENTY-FIFTH AFFIRMATIVE DEFENSE

The Travelers Parties reserve their rights to assert additional affirmative defenses and/or supplement, alter or amend this Answer based upon claims and objections as revealed or suggested by the completion of ongoing investigation and discovery.

Respectfully submitted,

DISCOVER PROPERTY & CASUALTY
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Date: April 11, 2017

g/DOCS/BJO/NFL/Answer to NFL and NFLPs Second Amended Counterclaims and CrossClaims